

EXHIBIT 6 – Part 3

UBS REAL ESTATE SECURITIES INC.,
as Seller

By: /s/ Brian E. O'Hara

Name: Brian E. O'Hara
Title: Director

By: /s/ Jeffrey N. Lavine

Name: Jeffrey N. Lavine
Title: Managing Director

<PAGE>

EXHIBIT A

MORTGAGE LOAN SCHEDULE

JPMCC 2007-LDP12
Mortgage Loan Schedule (UBS)

<TABLE>
<CAPTION>

Loan #	Originator/ Loan Seller	Mortgagor Name
<S>	<C>	<C>
8	UBS	7000 Central Park Investors, LLC
10	UBS	Pacific Coast Plaza Investments, L.P.
11	UBS	Integrated Capital - Overland Park LL
17	UBS	E-Lake Holding, L.P.
17.01	UBS	
17.02	UBS	
18	UBS	Chula Vista Center II Associates, L.P
18.01	UBS	
18.02	UBS	
18.03	UBS	
18.04	UBS	
18.05	UBS	
18.06	UBS	
22	UBS	Reads West Forsyth, LLC; Sendar (Gara Pepperwood West Forsyth, LLC; West Fo Associates, LLC; Riverside West Forsy
25	UBS	Kahn Property Owner, LLC
29	UBS	VR Buckhead Limited Partnership
30	UBS	Hotel Pacific Monterey, LLC
40	UBS	VR Sweetwater Limited Partnership
44	UBS	WRD Melville LLC
49	UBS	DDCM Broome Realty, LLC and SMGB Broo
53	UBS	Jacaroga, L.L.C.; Benhad L.L.C.
56	UBS	North Side Realty Trust
59	UBS	Jaguar Steel LLC
61	UBS	Verde Braun Station Apartments LP
62	UBS	286 Fifth Realty Corp.
63	UBS	25 West 36th Realty Corp.
71	UBS	Comcapp Bryan Willow Oaks, LLC
72	UBS	Zahava Realty Corp.

75	UBS	Hill Country Self Storage Investments
78	UBS	DK Hill Country, LP; MW Hill Country,
79	UBS	2701 Emmons Ave, LLC; Emmons Associat
80	UBS	WRD Centereach LLC
88	UBS	Cedar Village Townhomes, LP
89	UBS	ARC CVHVHMA001, LLC
90	UBS	ACV North Richland Hills, LP
92	UBS	MWG Westwood, LLC
		Kingsley-Silverado Springs I, LP; Kin
		Kingsley-Silverado Springs III, LP; K
		Kingsley-Silverado Springs V, LP
94	UBS	DTC Hanover Business Center East, LLC
96	UBS	Pearl Drake, LLC
97	UBS	ARC SSMAM00001, LLC
101	UBS	348 13th Street LLC
102	UBS	7231 Roosevelt, L.P.
103	UBS	Craig Nellis Investments, LLC; DK Cra
		MW Craig Nellis, LLC; ED Craig Nellis
		JL Craig Nellis, LLC; MT Craig Nellis
110	UBS	99 University Corp.
111	UBS	ARC CVDVLGA001, LLC
118	UBS	CRE Johnson City Triple Net Holdings
121	UBS	101-02/10 Metropolitan LLC
122	UBS	Rosenberg Plaza Associates, L.P.
134	UBS	Storage Inn Las Vegas Investments, LL
		Las Vegas; HB Storage Inn Las Vegas,
		Las Vegas, LLC
135	UBS	Cordova Storage Investments, LLC
141	UBS	Naperville Advance, L.L.C.
162	UBS	ACV Traders Point, LLC

<CAPTION>

Loan #	Property Address	City
<S>	<C>	<C>
8	7000 Central Parkway	Atlanta
10	2178 Vista Way	Oceanside
11	10800 Metcalf Avenue	Overland Park
17	Various	Chula Vista
17.01	1450, 1480, 2097 & 2121 Eastlake Parkway;	Chula Vista
	2089 & 2127 Olympic Parkway	
17.02	2305 & 2315 Otay Lakes Road	Chula Vista
18	Various	Various
18.01	810- 835 College Boulevard	Oceanside
18.02	13578 Camino Canada	El Cajon
18.03	640-650 Dennery Rd	San Diego
18.04	13687 Camino Canada	El Cajon
18.05	55 & 67 N. Broadway	Chula Vista
18.06	3460-3464 Murphy Canyon Road	San Diego
22	200 West Forsyth Street	Jacksonville
25	135 West Gate Drive	Huntington
29	2900 Pharr Court South NW	Atlanta
30	300 Pacific Street	Monterey
40	3405 Sweetwater Road	Lawrenceville
44	610 Broad Hollow Road	Melville
49	248-254 Broome Street	New York

53	6154-6158 Springfield Blvd	Oakland Gardens
56	1050 Bicentennial Drive	Manchester
59	198 Grumman Road West	Bethpage
61	9603 Bandera Road	San Antonio
62	286 Fifth Avenue	New York
63	25 West 36th Street	New York
71	3902 East 29th St	Bryan
72	447 Broadway	New York
75	15616 Stewart Road	Lakeway
78	2701 Emmons Avenue	Brooklyn
79	1929 Middle Country Road	Centereach
80	44 Eagle Court	Wilkes-Barre
88	225 Main Street	Haverhill
89	6537 Northeast Loop 820	North Richland Hills
90	112 Westwood Place	Brentwood
92	11100 Walnut Hill Lane	Dallas
94	272 Brodhead Road	Bethlehem
96	17600 Pearl Road	Strongsville
97	9521 Lewis & Clark Boulevard	Moline Acres
101	348 13th Street	Brooklyn
102	7321 Roosevelt Blvd	Philadelphia
103	5250 Craig Road	Las Vegas
110	99 University Place	New York
111	6031 Fairburn Road	Douglasville
118	335 Main Street	Johnson City
121	101-04/10 Metropolitan Avenue	Forest Hills
122	2634 Avenue H	Rosenberg
134	4950 Duneville Street	Las Vegas
135	1570 Bonnie Lane	Cordova
141	925 East Odgen Avenue	Naperville
162	5640 W. 8t6th Street	Indianapolis

<CAPTION>

Loan #	Property Name	Size	Measure
<S>	<C>	<C>	<C>
8	7000 Central Park	415324	Square Feet
10	Pacific Coast Plaza	312313	Square Feet
11	Marriott Overland Park	390	Rooms
17	Eastlake Terraces Retail Portfolio	77889	Square Feet
17.01	Eastlake Terraces	61089	Square Feet
17.02	Village Center East	16800	Square Feet
18	Chula Vista II Retail Portfolio	133246	Square Feet
18.01	Rancho Del Oro	43800	Square Feet
18.02	East County Square	28500	Square Feet
18.03	Palm Promenade	32198	Square Feet
18.04	East County Village	12501	Square Feet
18.05	Broadway Plaza	8632	Square Feet
18.06	Stonecrest Plaza	7615	Square Feet
22	BB&T Tower	252987	Square Feet
25	Oheka Castle	32	Rooms
29	Camelot Buckhead Apartments	224	Units
30	Hotel Pacific	105	Rooms
40	Camelot on Sweetwater Apartments	280	Units

44	Melville Plaza	55405	Square Feet
49	Broome Street Apartments	76	Units
53	Bayside Retail Center	30915	Square Feet
56	Northside Plaza	114612	Square Feet
59	198 Grumman Road	68000	Square Feet
61	Verde Braun Station	240	Units
62	286 Fifth Avenue	44800	Square Feet
63	3-25 West 36th Street	44520	Square Feet
71	Willow Oaks Apartments	299	Units
72	447 Broadway	25000	Square Feet
75	Hill Country Storage	621	Units
78	2701 Emmons Avenue	21000	Square Feet
79	Centereach Plaza	47602	Square Feet
80	Cedar Village	140	Units
88	CVS Haverhill	11970	Square Feet
89	Burlington Coat Factory	70891	Square Feet
90	Westwood Building	37086	Square Feet
92	Silverado Springs Apartments	317	Units
94	Hanover Business Center	60000	Square Feet
96	Parkview Plaza I & II	47920	Square Feet
97	Shop 'N Save - St. Louis	53781	Square Feet
101	348 13th Street	20762	Square Feet
102	Office Max - Philadelphia	23500	Square Feet
103	Craig Nellis Storage	842	Units
110	99 University Place	34600	Square Feet
111	CVS Douglasville	13013	Square Feet
118	Walgreens - Johnson City	14820	Square Feet
121	101-102 Metropolitan Avenue	8000	Square Feet
122	Plaza Shopping Center	80928	Square Feet
134	Storage Inn	277	Units
135	Cordova Stor 'N Lock	387	Units
141	Advance Auto	7000	Square Feet
162	Union Federal Bank	2000	Square Feet

<CAPTION>

Loan #	Cutoff Balance	Term	Rem. Term	Maturity/ ARD Date	Amort. Term
<S>	<C>	<C>	<C>	<C>	<C>
8	65,000,000	60	59	07/10/12	0
10	62,950,000	120	119	07/09/17	0
11	49,500,000	60	60	08/10/12	360
17	39,000,000	120	119	07/09/17	0
17.01	29,300,000	120	119	07/09/17	0
17.02	9,700,000	120	119	07/09/17	0
18	36,700,000	120	119	07/09/17	0
18.01	12,000,000	120	119	07/09/17	0
18.02	8,500,000	120	119	07/09/17	0
18.03	8,300,000	120	119	07/09/17	0
18.04	3,500,000	120	119	07/09/17	0
18.05	2,400,000	120	119	07/09/17	0
18.06	2,000,000	120	119	07/09/17	0
22	31,400,000	84	83	07/09/14	0
25	28,500,000	60	60	08/09/12	360
29	23,750,000	120	119	07/10/17	0
30	23,500,000	60	56	04/11/12	0

40	17,100,000	120	119	07/10/17	0
44	14,280,000	120	120	08/09/17	420
49	13,250,000	60	59	07/09/12	0
53	12,500,000	120	118	06/07/17	0
56	12,100,000	120	119	07/09/17	0
59	11,550,000	120	120	08/06/17	300
61	11,300,000	120	120	08/09/17	360
62	11,100,000	120	120	08/09/17	360
63	10,650,000	120	120	08/09/17	360
71	8,750,000	84	82	06/09/14	360
72	8,250,000	120	120	08/09/17	360
75	7,760,000	120	117	05/11/17	0
78	7,540,000	120	119	07/09/17	0
79	7,530,000	120	120	08/09/17	360
80	7,287,000	120	120	08/09/17	0
88	6,664,000	120	119	07/11/17	0
89	6,500,000	120	115	03/10/17	0
90	6,500,000	120	118	06/11/17	360
92	6,200,000	120	119	07/09/17	360
94	6,000,000	120	119	07/09/17	0
96	5,840,000	120	119	07/11/17	360
97	5,675,000	120	118	06/11/17	0
101	5,375,000	120	119	07/09/17	0
102	5,200,000	84	84	08/09/14	0
103	5,200,000	120	117	05/11/17	0
110	4,500,000	120	118	06/09/17	0
111	4,420,000	120	118	06/11/17	0
118	4,081,000	120	118	06/11/17	0
121	3,840,000	120	120	08/09/17	0
122	3,800,000	120	120	08/09/17	360
134	2,820,000	120	118	06/11/17	0
135	2,800,000	120	118	06/11/17	360
141	2,150,842	120	118	06/11/17	360
162	800,000	120	120	08/10/17	360

<CAPTION>

Loan #	Accrual Type	ARD (Y/N)	ARD Step Up (%)	Title Type	Crossed Loan	Guarantor
<S>	<C>	<C>	<C>	<C>	<C>	<C>
8	Actual/360	No		Fee		Berwind Prop
10	Actual/360	No		Fee		Franklin C.
11	Actual/360	No		Fee		IC Overland
17	Actual/360	No		Fee		Franklin C.
17.01	Actual/360	No		Fee		
17.02	Actual/360	No		Fee		
18	Actual/360	No		Fee		Franklin C.
18.01	Actual/360	No		Fee		
18.02	Actual/360	No		Fee		
18.03	Actual/360	No		Fee		
18.04	Actual/360	No		Fee		
18.05	Actual/360	No		Fee		
18.06	Actual/360	No		Fee		
22	Actual/360	No		Fee		HGGP Capital
25	Actual/360	No		Fee		Gary Melius
29	Actual/360	No		Fee		Andrew Stewa
30	Actual/360	No		Leasehold		Michael D. F

40	Actual/360	No	Fee	Andrew Stewa
44	Actual/360	No	Fee	Michael B. W
49	Actual/360	No	Fee	Sina Mahfar,
				Lawrence Hel
53	Actual/360	No	Fee	Ben-Zion Alc
56	Actual/360	No	Fee	Edward C. Go
59	Actual/360	No	Fee	Joseph Lostr
61	Actual/360	No	Fee	Verde Realty
62	Actual/360	No	Fee	Elie Chetrit
63	Actual/360	No	Fee	Abraham Chet
71	Actual/360	No	Fee	Kevin Bell,
72	Actual/360	No	Fee	Elie Chetrit
75	Actual/360	No	Fee	Stephen Kapl
78	Actual/360	No	Fee	Rubin Schron
79	Actual/360	No	Fee	Michael B. W
80	Actual/360	No	Fee	Alan R. Hamm
88	Actual/360	No	Fee	ARC, Master
89	Actual/360	No	Fee	David R. Gri
90	Actual/360	No	Fee	Mark W. Gaw
92	Actual/360	No	Fee	James J. Mor
94	Actual/360	No	Fee	Michael M. D
				James Krisov
96	Actual/360	No	Fee	David T. Ter
97	Actual/360	No	Fee	ARC, Master
101	Actual/360	No	Fee	Harry Einhor
102	Actual/360	No	Fee	Jack Wolgin
103	Actual/360	No	Fee	Stephen R. K
				Melissa Arho
				Eddie Prosis
110	Actual/360	No	Fee	Bijan Nassi
111	Actual/360	No	Fee	ARC, Master
118	Actual/360	No	Fee	Master Tripl
121	Actual/360	No	Leasehold	Jeff Sutton,
122	Actual/360	No	Fee	Rosenberg Pl
134	Actual/360	No	Fee	Stephen R. K
				Hugh S. Bela
135	Actual/360	No	Fee	Stephen Kapl
141	Actual/360	No	Fee	George Novog
162	Actual/360	No	Fee	David R. Gri

<CAPTION>

UPFRONT ESCROW

Loan #	Letter of Credit	Upfront CapEx Reserve	Upfront Eng. Reserve	Upfront Envir. Reserve	Upfro TI/L Reser
<S>	<C>	<C>	<C>	<C>	<C>
8	No	281,909.00	0.00	0.00	6,000,0
10	No	36,776.55	2,250.00	0.00	245,17
11	No	16,000,000.00	0.00	0.00	0.0
17	No	10,483.35	2,438.00	0.00	69,889
17.01					
17.02					
18	No	19,989.15	5,063.00	0.00	199,89

18.01					
18.02					
18.03					
18.04					
18.05					
18.06					
22	No	1,917,500.00	32,500.00	0.00	6,015,0
25	No	0.00	93,750.00	0.00	0.0
29	No	860,000.00	0.00	0.00	0.0
30	No	0.00	0.00	0.00	0.0
40	No	654,000.00	0.00	0.00	0.0
44	No	692.56	0.00	0.00	0.0
49	400,000.0	850,000.00	0.00	0.00	0.0
53	No	308.26	6,500.00	0.00	1,284
56	No	251,433.03	0.00	0.00	454,77
59	No	0.00	0.00	50,000.00	0.0
61	No	5,000.00	0.00	0.00	0.0
62	No	746.67	0.00	0.00	0.0
63	No	742.00	0.00	0.00	0.0
71	No	640,000.00	0.00	0.00	0.0
72	No	416.67	0.00	0.00	0.0
75	No	29,478.00	0.00	0.00	0.0
78	No	0.00	0.00	0.00	0.0
79	No	595.03	0.00	0.00	0.0
80	No	0.00	0.00	0.00	0.0
88	No	0.00	0.00	0.00	0.0
89	No	349,450.00	3,502.00	0.00	2,172,2
90	No	0.00	0.00	0.00	0.0
92	No	0.00	26,500.00	0.00	0.0
94	No	750.00	0.00	0.00	3,250
96	No	0.00	0.00	0.00	50,000
97	No	0.00	0.00	0.00	0.0
101	No	0.00	0.00	0.00	0.0
102	No	293.75	3,125.00	0.00	0.0
103	No	43,593.00	0.00	0.00	0.0
110	No	0.00	18,375.00	0.00	0.0
111	No	0.00	0.00	0.00	0.0
118	No	0.00	0.00	0.00	0.0
121	No	0.00	0.00	0.00	0.0
122	No	0.00	0.00	0.00	100,00
134	No	19,437.00	0.00	0.00	0.0
135	No	15,963.00	0.00	0.00	0.0
141	No	0.00	0.00	0.00	0.0
162	No	0.00	0.00	0.00	0.0

<CAPTION>

MONTHLY ESCROW				
Loan #	Monthly Capex Reserve	Monthly Envir. Reserve	Monthly TI/LC Reserve	Monthly RE Tax Reserve
<S>	<C>	<C>	<C>	<C>
8	6908.62	0.00	0.00	73850.92
10	3064.71	0.00	20431.42	43957.58
11	0.00	0.00	0.00	0.00
17	873.61	0.00	5824.08	21389.91

17.01				
17.02				
18	1665.76	0.00	16657.63	17949.26
18.01				
18.02				
18.03				
18.04				
18.05				
18.06				
22	5414.66	0.00	15000.00	35833.33
25	0.00	0.00	0.00	15855.00
29	4800.00	0.00	0.00	29935.60
30	20467.51	0.00	0.00	31166.67
40	5250.00	0.00	0.00	22898.00
44	692.56	0.00	0.00	11160.03
49	0.00	0.00	0.00	9478.65
53	308.26	0.00	1284.42	3460.75
56	1433.03	0.00	4776.75	16483.08
59	0.00	0.00	0.00	39155.47
61	5000.00	0.00	0.00	33833.33
62	746.67	0.00	0.00	13171.13
63	742.00	0.00	0.00	11026.31
71	6229.17	0.00	0.00	14835.44
72	416.67	0.00	0.00	8713.63
75	818.88	0.00	416.67	11169.75
78	297.50	0.00	1400.00	5498.00
79	595.03	0.00	0.00	13231.35
80	2916.67	0.00	0.00	5877.28
88	147.44	0.00	0.00	0.00
89	0.00	0.00	0.00	0.00
90	618.10	0.00	2317.83	4589.42
92	6604.17	0.00	0.00	12108.23
94	750.00	0.00	3250.00	5396.42
96	589.00	0.00	0.00	8483.50
97	0.00	0.00	0.00	0.00
101	259.53	0.00	1730.17	4200.92
102	293.75	0.00	0.00	0.00
103	1210.94	0.00	0.00	2561.55
110	0.00	0.00	0.00	20631.91
111	0.00	0.00	0.00	0.00
118	0.00	0.00	0.00	0.00
121	0.00	0.00	0.00	0.00
122	1382.00	0.00	0.00	3991.67
134	539.92	0.00	0.00	1201.76
135	443.40	0.00	0.00	4524.77
141	0.00	0.00	0.00	0.00
162	0.00	0.00	0.00	0.00

<CAPTION>

Loan #	Grace Period	Lockbox In-place	Property Type	Defeasance Permitted	Interest Accrual Period
<S>	<C>	<C>	<C>	<C>	<C>
8	0	Yes	Office	No	Actual/3
10	0	Yes	Retail	Yes	Actual/3

11	0	No	Hotel	Yes	Actual/3
17	0	Yes	Retail	Yes	Actual/3
17.01	0		Retail		Actual/3
17.02	0		Retail		Actual/3
18	0	Yes	Retail	Yes	Actual/3
18.01	0		Retail		Actual/3
18.02	0		Retail		Actual/3
18.03	0		Retail		Actual/3
18.04	0		Retail		Actual/3
18.05	0		Retail		Actual/3
18.06	0		Retail		Actual/3
22	0	Yes	Office	Yes	Actual/3
25	0	Yes	Hotel	Yes	Actual/3
29	0	No	Multifamily	Yes	Actual/3
30	0	Yes	Hotel	Yes	Actual/3
40	0	No	Multifamily	Yes	Actual/3
44	0	Yes	Retail	Yes	Actual/3
49	0	Yes	Multifamily	Yes	Actual/3
53	2	No	Mixed Use	Yes	Actual/3
56	0	Yes	Retail	Yes	Actual/3
59	0	No	Industrial	Yes	Actual/3
61	0	No	Multifamily	No	Actual/3
62	0	No	Office	Yes	Actual/3
63	0	No	Office	Yes	Actual/3
71	0	No	Multifamily	No	Actual/3
72	0	No	Office	Yes	Actual/3
75	0	No	Self Storage	No	Actual/3
78	0	No	Office	Yes	Actual/3
79	0	Yes	Retail	Yes	Actual/3
80	0	No	Multifamily	Yes	Actual/3
88	0	Yes	Retail	Yes	Actual/3
89	0	Yes	Retail	Yes	Actual/3
90	0	No	Office	Yes	Actual/3
92	0	No	Multifamily	Yes	Actual/3
94	0	No	Industrial	Yes	Actual/3
96	0	No	Retail	Yes	Actual/3
97	0	Yes	Retail	Yes	Actual/3
101	0	No	Office	Yes	Actual/3
102	0	No	Retail	Yes	Actual/3
103	0	No	Self Storage	No	Actual/3
110	0	Yes	Office	Yes	Actual/3
111	0	Yes	Retail	Yes	Actual/3
118	0	Yes	Retail	Yes	Actual/3
121	0	Yes	Retail	Yes	Actual/3
122	0	Yes	Retail	No	Actual/3
134	0	No	Self Storage	No	Actual/3
135	0	No	Self Storage	No	Actual/3
141	0	No	Retail	Yes	Actual/3
162	0	Yes	Retail	No	Actual/3

</TABLE>

<PAGE>

EXHIBIT B

MORTGAGE LOAN REPRESENTATIONS AND WARRANTIES

(1) No Mortgage Loan is 30 days or more delinquent in payment of principal and interest (without giving effect to any applicable grace period in

the related Mortgage Note) and no Mortgage Loan has been 30 days or more (without giving effect to any applicable grace period in the related Mortgage Note) past due.

(2) Except with respect to the ARD Loans, which provide that the rate at which interest accrues thereon increases after the Anticipated Repayment Date, the Mortgage Loans (exclusive of any default interest, late charges or prepayment premiums) are fixed rate mortgage loans with terms to maturity, at origination or as of the most recent modification, as set forth in the Mortgage Loan Schedule.

(3) The information pertaining to each Mortgage Loan set forth on the Mortgage Loan Schedule is true and correct in all material respects as of the Cut-off Date.

(4) At the time of the assignment of the Mortgage Loans to the Purchaser, the Seller had good and marketable title to and was the sole owner and holder of, each Mortgage Loan, free and clear of any pledge, lien, encumbrance or security interest (subject to certain agreements regarding servicing as provided in the Pooling and Servicing Agreement, subservicing agreements permitted thereunder and that certain Servicing Rights Purchase Agreement, dated as of the Closing Date between the applicable Master Servicer and Seller) and such assignment validly and effectively transfers and conveys all legal and beneficial ownership of the Mortgage Loans to the Purchaser free and clear of any pledge, lien, encumbrance or security interest (subject to certain agreements regarding servicing as provided in the Pooling and Servicing Agreement, subservicing agreements permitted thereunder and that certain Servicing Rights Purchase Agreement, dated as of the Closing Date between the applicable Master Servicer and Seller).

(5) In respect of each Mortgage Loan, (A) in reliance on public documents or certified copies of the incorporation or partnership or other entity documents, as applicable, delivered in connection with the origination of such Mortgage Loan, the related Mortgagor is an entity organized under the laws of a state of the United States of America, the District of Columbia or the Commonwealth of Puerto Rico and (B) as of the origination date, the Seller (based on customary due diligence) had no knowledge, and since the origination date, the Seller has no actual knowledge, that the related Mortgagor is a debtor in any bankruptcy, receivership, conservatorship, reorganization, insolvency, moratorium or similar proceeding.

(6) Each Mortgage Loan is secured by the related Mortgage which establishes and creates a valid and subsisting first priority lien on the related Mortgaged Property, or leasehold interest therein, comprising real estate, free and clear of any liens, claims, encumbrances, participation interests, pledges, charges or security interests subject only to Permitted Encumbrances. Such Mortgage, together with any separate security agreement, UCC Financing Statement or similar agreement, if any, establishes and creates a first priority security interest in favor of the Seller in all personal property owned by the Mortgagor that is used in, and is reasonably necessary to, the operation of the related Mortgaged Property and, to the extent a security interest may be created therein and perfected by the filing of a UCC Financing Statement under the Uniform Commercial Code as in effect in the relevant jurisdiction, the proceeds arising from the Mortgaged Property and other collateral securing such Mortgage Loan, subject only to Permitted Encumbrances. There exists with respect to such Mortgaged Property an assignment of leases and rents provision, either as part of the related Mortgage or as a separate document or instrument, which establishes and creates a first priority security interest in and to leases and rents arising in respect of the related Mortgaged Property, subject only to Permitted Encumbrances. Except for the holder of the

Companion Loan with respect to the AB Mortgage Loans, to the Seller's knowledge, no person other than the related Mortgagor and the mortgagee own any interest in any payments due under the related leases. The related Mortgage or such assignment of leases and rents provision provides for the appointment of a receiver for rents or allows the holder of the related Mortgage to enter into possession of the related Mortgaged Property to collect rent or provides for rents to be paid directly to the holder of the related Mortgage in the event of a default beyond applicable notice and grace periods, if any, under the related Mortgage Loan documents. As of the origination date, there were, and, to the Seller's actual knowledge as of the Closing Date, there are, no mechanics' or other similar liens or claims which have been filed for work, labor or materials affecting the related Mortgaged Property which are or may be prior or equal to the lien of the Mortgage, except those that are bonded or escrowed for or which are insured against pursuant to the applicable Title Insurance Policy (as defined below) and except for Permitted Encumbrances. No (a) Mortgaged Property secures any mortgage loan not represented on the Mortgage Loan Schedule other than a Companion Loan, (b) Mortgage Loan is cross-collateralized or cross-defaulted with any other mortgage loan, other than a Mortgage Loan listed on the Mortgage Loan Schedule or a Companion Loan, or (c) Mortgage Loan is secured by property that is not a Mortgaged Property. Notwithstanding the foregoing, no representation is made as to the perfection of any security interest in rent, operating revenues or other personal property to the extent that possession or control of such items or actions other than the recordation of the Mortgage or the Assignment of Leases and Rents or the filing of UCC Financing Statements are required in order to effect such perfection.

(7) The related Mortgagor under each Mortgage Loan has good and indefeasible fee simple or, with respect to those Mortgage Loans described in clause (20) hereof, leasehold title to the related Mortgaged Property comprising real estate subject to any Permitted Encumbrances.

(8) The Seller has received an American Land Title Association (ALTA) lender's title insurance policy or a comparable form of lender's title insurance policy (or escrow instructions binding on the Title Insurer (as defined below) and irrevocably obligating the Title Insurer to issue such title insurance policy or a title policy commitment or pro-forma "marked up" at the closing of the related Mortgage Loan and countersigned or otherwise approved by the Title Insurer or its authorized agent) as adopted in the applicable jurisdiction (the "Title Insurance Policy"), which was issued by a nationally recognized title insurance company (the "Title Insurer") qualified to do business in the jurisdiction where the applicable Mortgaged Property is located (unless such jurisdiction is the State of Iowa), covering the portion of each Mortgaged Property comprised of real estate and insuring that the related Mortgage is a valid first lien in the original principal amount of the related Mortgage Loan on the Mortgagor's fee simple interest (or, if applicable, leasehold interest) in such Mortgaged Property comprised of real estate, subject only to Permitted Encumbrances. Such Title Insurance Policy was issued in connection with the origination of the related Mortgage Loan. No claims have been made under such Title Insurance Policy. Such Title Insurance Policy is in full force and effect and all premiums thereon have been paid and will provide that the insured includes the owner of the Mortgage Loan and its successors and/or assigns. No holder of the related Mortgage has done, by act or omission, anything that would, and the Seller has no actual knowledge of any other circumstance that would, impair the coverage under such Title Insurance Policy.

(9) The related Assignment of Mortgage and the related assignment of the Assignment of Leases and Rents executed in connection with each Mortgage, if any, have been recorded in the applicable jurisdiction (or, if not recorded, have been submitted for recording or are in recordable form (but for the insertion of the name and address of the assignee and any related recording

information which is not yet available to the Seller)) and constitute the legal, valid and binding assignment of such Mortgage and the related Assignment of Leases and Rents from the Seller to the Purchaser. The endorsement of the related Mortgage Note by the Seller constitutes the legal, valid, binding and enforceable (except as such enforcement may be limited by anti-deficiency laws or bankruptcy, receivership, conservatorship, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law)) assignment of such Mortgage Note, and together with such Assignment of Mortgage and the related assignment of Assignment of Leases and Rents, legally and validly conveys all right, title and interest in such Mortgage Loan and Mortgage Loan documents to the Purchaser.

(10) (a) The Mortgage Loan documents for each Mortgage Loan provide that such Mortgage Loan is non-recourse to the related parties thereto except that the related Mortgagor and at least one individual or entity shall be fully liable for actual losses, liabilities, costs and damages arising from certain acts of the related Mortgagor and/or its principals specified in the related Mortgage Loan documents, which acts generally include the following: (i) fraud or intentional material misrepresentation, (ii) misapplication or misappropriation of rents, insurance proceeds or condemnation awards, (iii) either (x) any act of actual waste by or (y) damage or destruction to the Mortgaged Property caused by the acts or omissions of the borrower, its agents, employees or contractors, and (iv) any breach of the environmental covenants contained in the related Mortgage Loan documents.

(b) The Mortgage Loan documents for each Mortgage Loan contain enforceable provisions such as to render the rights and remedies of the holder thereof adequate for the practical realization against the Mortgaged Property of the principal benefits of the security intended to be provided thereby, including realization by judicial or, if applicable, non judicial foreclosure, and there is no exemption available to the related Mortgagor which would interfere with such right of foreclosure except any statutory right of redemption or as may be limited by anti-deficiency or one form of action laws or by bankruptcy, receivership, conservatorship, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(c) Each of the related Mortgage Notes and Mortgages are the legal, valid and binding obligations of the related Mortgagor named on the Mortgage Loan Schedule and each of the other related Mortgage Loan documents is the legal, valid and binding obligation of the parties thereto (subject to any non recourse provisions therein), enforceable in accordance with its terms, except as such enforcement may be limited by anti-deficiency or one form of action laws or bankruptcy, receivership, conservatorship, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally, and by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law), and except that certain provisions of such Mortgage Loan documents are or may be unenforceable in whole or in part under applicable state or federal laws, but the inclusion of such provisions does not render any of the Mortgage Loan documents invalid as a whole, and such Mortgage Loan documents taken as a whole are enforceable to the extent necessary and customary for the practical realization of the principal rights and benefits afforded thereby.

(d) The terms of the Mortgage Loans or the related Mortgage Loan

documents, have not been altered, impaired, modified or waived in any material respect, except prior to the Cut-off Date by written instrument duly submitted for recordation, to the extent required, and as specifically set forth in the related Mortgage File.

(e) With respect to each Mortgage which is a deed of trust, a trustee, duly qualified under applicable law to serve as such, currently so serves and is named in the deed of trust or may be substituted in accordance with applicable law, and no fees or expenses are or will become payable to the trustee under the deed of trust, except in connection with a trustee's sale after default by the Mortgagor and de minimis fees paid in connection with the release of the related Mortgaged Property or related security for such Mortgage Loan following payment of such Mortgage Loan in full.

(11) Except by a written instrument that has been delivered to the Purchaser as a part of the related Mortgage File with respect to any immaterial releases of the Mortgaged Property, no Mortgage Loan has been satisfied, canceled, subordinated, released or rescinded, in whole or in part, and the related Mortgagor has not been released, in whole or in part, from its obligations under any related Mortgage Loan document.

(12) Except with respect to the enforceability of any provisions requiring the payment of default interest, late fees, additional interest, prepayment premiums or yield maintenance charges, neither the Mortgage Loan nor any of the related Mortgage Loan documents is subject to any right of rescission, set off, abatement, diminution, valid counterclaim or defense, including the defense of usury, nor will the operation of any of the terms of any such Mortgage Loan documents, or the exercise (in compliance with procedures permitted under applicable law) of any right thereunder, render any Mortgage Loan documents subject to any right of rescission, set off, abatement, diminution, valid counterclaim or defense, including the defense of usury (subject to anti-deficiency or one form of action laws and to bankruptcy, receivership, conservatorship, reorganization, insolvency, moratorium or other similar laws affecting the enforcement of creditor's rights generally and to general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law)), and no such right of rescission, set off, abatement, diminution, valid counterclaim or defense has been asserted with respect thereto. None of the Mortgage Loan documents provides for a release of a portion of the Mortgaged Property from the lien of the Mortgage except upon payment or defeasance in full of all obligations under the Mortgage, provided that, notwithstanding the foregoing, certain of the Mortgage Loans may allow partial release (a) upon payment or defeasance of an Allocated Loan Amount which may be formula based, but in no event less than 125% of the Allocated Loan Amount, or (b) in the event the portion of the Mortgaged Property being released was not given any material value in connection with the underwriting or appraisal of the related Mortgage Loan.

(13) As of the Closing Date, there is no payment default, after giving effect to any applicable notice and/or grace period, and, to the Seller's knowledge, as of the Closing Date, there is no other material default under any of the related Mortgage Loan documents, after giving effect to any applicable notice and/or grace period; no such material default or breach has been waived by the Seller or on its behalf or, to the Seller's knowledge, by the Seller's predecessors in interest with respect to the Mortgage Loans; and, to the Seller's actual knowledge, no event has occurred which, with the passing of time or giving of notice would constitute a material default or breach; provided, however, that the representations and warranties set forth in this sentence do not cover any default, breach, violation or event of acceleration that specifically pertains to or arises out of any subject matter otherwise covered

by any other representation or warranty made by the Seller in this Exhibit B. No Mortgage Loan has been accelerated and no foreclosure proceeding or power of sale proceeding has been initiated under the terms of the related Mortgage Loan documents. The Seller has not waived any material claims against the related Mortgagor under any non-recourse exceptions contained in the Mortgage Note.

(14) (a) The principal amount of the Mortgage Loan stated on the Mortgage Loan Schedule has been fully disbursed as of the Closing Date (except for certain amounts that were fully disbursed by the mortgagee, but were escrowed pursuant to the terms of the related Mortgage Loan documents) and there are no future advances required to be made by the mortgagee under any of the related Mortgage Loan documents. Any requirements under the related Mortgage Loan documents regarding the completion of any on-site or off-site improvements and to disbursements of any escrow funds therefor have been or are being complied with or such escrow funds are still being held. The value of the Mortgaged Property relative to the value reflected in the most recent appraisal thereof is not materially impaired by any improvements which have not been completed. The Seller has not, nor, to the Seller's knowledge, have any of its agents or predecessors in interest with respect to the Mortgage Loan, in respect of payments due on the related Mortgage Note or Mortgage, directly or indirectly, advanced funds or induced, solicited or knowingly received any advance of funds by a party other than the Mortgagor other than (a) interest accruing on such Mortgage Loan from the date of such disbursement of such Mortgage Loan to the date which preceded by thirty (30) days the first payment date under the related Mortgage Note and (b) application and commitment fees, escrow funds, points and reimbursements for fees and expenses, incurred in connection with the origination and funding of the Mortgage Loan.

(b) No Mortgage Loan has capitalized interest included in its principal balance, or provides for any shared appreciation rights or other equity participation therein and no contingent or additional interest contingent on cash flow or negative amortization (other than with respect to the deferment of payment with respect to ARD Loans) is due thereon.

(c) Each Mortgage Loan identified in the Mortgage Loan Schedule as an ARD Loan starts to amortize no later than the Due Date of the calendar month immediately after the calendar month in which such ARD Loan closed and substantially fully amortizes over its stated term, which term is at least 60 months after the related Anticipated Repayment Date. Each ARD Loan has an Anticipated Repayment Date not less than seven years following the origination of such Mortgage Loan. If the related Mortgagor elects not to prepay its ARD Loan in full on or prior to the Anticipated Repayment Date pursuant to the existing terms of the Mortgage Loan or a unilateral option (as defined in Treasury Regulations under Section 1001 of the Code) in the Mortgage Loan exercisable during the term of the Mortgage Loan, (i) the Mortgage Loan's interest rate will step up to an interest rate per annum as specified in the related Mortgage Loan documents; provided, however, that payment of such Excess Interest shall be deferred until the principal of such ARD Loan has been paid in full; (ii) all or a substantial portion of the Excess Cash Flow (which is net of certain costs associated with owning, managing and operating the related Mortgaged Property) collected after the Anticipated Repayment Date shall be applied towards the prepayment of such ARD Loan and once the principal balance of an ARD Loan has been reduced to zero all Excess Cash Flow will be applied to the payment of accrued Excess Interest; and (iii) if the property manager for the related Mortgaged Property can be removed by or at the direction of the mortgagee on the basis of a debt service coverage test, the subject debt service coverage ratio shall be calculated without taking account of any increase in the related Mortgage Interest Rate on such Mortgage Loan's Anticipated Repayment Date. No ARD Loan provides that the